

## AGREEMENT

between

*Township of Jackson*  
TOWNSHIP OF JACKSON, A BODY CORPORATE

COUNTY OF OCEAN, STATE OF NEW JERSEY

and

JACKSON TOWNSHIPSUPERIOR OFFICERS ASSOCIATION

*(Police)*

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Effective January 1, 1981 through December 31, 1982

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AGREEMENT  
BETWEEN THE TOWNSHIP OF JACKSON  
AND SUPERIOR OFFICERS ASSOCIATION

This Agreement made and entered into in Jackson Township, New Jersey, this      day of      , 1981, between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Superior Officers Association.

WITNESSETH:

WHEREAS, the Township and the SOA recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township has an obligation pursuant to Chapter 123, Public Laws of 1975, to negotiate with the SOA as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

This Agreement represents and incorporates the complete and final understanding and settlement between the "Township and the SOA" on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE I

RECOGNITION

The Township hereby recognizes the Superior Officers Association as the sole and exclusive representative and bargaining agent for employees of the Police Department at the Rank of Lieutenant and above, excluding the Chief of the Department, for the purpose of collective negotiations with respect to salaries, benefits, working conditions, procedures for adjustments of disputes and grievances and other related matters.

## ARTICLE II

### POLICEMEN'S RIGHTS

Section I. Pursuant to Chapter 123, Public Laws of 1975, the Township hereby agrees that Superior Officers shall have the right freely to organize, join and support the Superior Officers Association (SOA) for the purpose of engaging in collective negotiations; that it shall not discriminate against any Superior Officer because of religion, age, sex or by reason of his membership in the SOA, his participation in any legal activities of the SOA, collective negotiations with the Township or his institution of any grievance, complaint, or proceeding under this agreement.

## ARTICLE III

### SUPERIOR OFFICERS ASSOCIATION BUSINESS

Section I. The Employer shall permit time for the President of the SOA to conduct business of the SOA during duty hours of the President without loss of pay provided said business shall not diminish the effectiveness of the Police Department, that prior approval for the time is given by the Chief of Police, and that the time will not require the recall of off-duty officers to bring the Department to its proper effectiveness within the discretion of the Chief of Police. Such business will be limited to an aggregate of five (5) hours per month, non cumulative, and the hours used will be recorded on the Department time sheet.

## ARTICLE IV

### MANAGEMENT RIGHTS

It is the right of the "Township" to determine the standards of service to be offered by its agencies; hire, fire, suspend, demote, and take any other appropriate disciplinary action; determine the standard of selection;

determine the standard of promotion; direct employees; maintain the efficiency of its operations; determine the methods, means, and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours, take all necessary actions to carry out its mission in emergencies; and exercise complete control over its organization and technology of performing its work. All rights, power, and authority possessed by the employer prior to the signing of this agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this agreement.

#### ARTICLE V

##### COLLECTIVE BARGAINING PROCEDURE

Section I. Collective Bargaining with respect to rates of pay, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties.

Section II. Collective bargaining meetings shall be held at times and places mutually convenient at the request and consent of both parties.

Section III. Employees of the Employer who may be designated by the SOA to participate in collective bargaining meetings called for the purpose of negotiation of a collective bargaining agreement, may be excused from their work assignments without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness. Not more than four (4) representatives of each party shall participate in collective bargaining meetings excluding professional negotiators and attorneys.

ARTICLE VI  
GRIEVANCE PROCEDURES

Section 1. Verbal Grievance.

A. Whenever an employee has a grievance, he and the SOA Representative shall first present it verbally to his supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) days of the time when it was first presented to him, or failing in that, the supervisor must within that time advise the employee of the inability to do so.

B. When an employee is informed by his supervisor that the supervisor is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted to the Chief. The employee shall present the grievance in writing in accordance with Section 2 herein.

Section 2. Formal Written Grievance.

A. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 3, the employee and the SOA representative shall prepare the grievance in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police.

B. The other copy of the grievance shall be presented by the employee and the SOA representative to his immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to its presentation, in writing, including in this written report any verbal answer he may have previously given to the employee and the SOA representative concerning this grievance. Within five (5) days after receipt of the written grievance, the supervisor must present it, with the

information required from him, to the Chief of Police and Business Administrator.

C. The Business Administrator, Chief of Police, SOA representative, and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The Committee will then consider and formally act on the complaint within fourteen (14) days.

D. Since it is intended that most, if not all, grievancees can and should be settled without the necessity of reference to the Committee, no grievance will be heard or considered by the Committee which has not first passed through the above-described steps.

E. Employer agrees that where a grievance arises involving the interpretation or application of any provision of this Agreement, and the Township Committee and the employee are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to PERC within twenty (20) days after the final decision of the Township Committee. Said arbitration shall be governed by the Rules and Regulation of PERC.

F. Any award by the arbitrator shall be advisory and non-binding to the parties. The arbitrator's fee, and expenses, if any, shall be borne jointly by the Employer and the SOA. Preparation and presentation expenses shall be borne separately by each party.

G. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

H. It is the intention of the parties to settle all differences between the Employer and the SOA through grievance procedures in accordance with the provisions of this Agreement. Therefore, Employer agrees that he will not lock out his Employees, and the SOA agrees that it will not sanction,

nor will its members engage in a strike, slow down or work stoppage during the life of this Agreement.

I. It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of Discharge, Suspension, Layoff, Fine or any other disciplinary action as outlined in this Agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, or in the event of a suspension, fine, demotion or removal, or any other disciplinary action, an employee's sole remedy shall be the procedure of an appeal to the Civil Service Commission after a hearing and determination by the Township Committee.

#### ARTICLE VII

##### SICK LEAVE

Section I. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one working day for every month of service during the remainder of the first twelve months of service and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick leave is to be credited automatically to each member on January 1st of each year. The Employer reserves the right to extend sick time.

Section II. An employee absent on sick leave may be required to submit acceptable medical evidence substantiating the illness and such employee's inability to perform any police duties. Employer make take any reasonable steps to verify the illness of an employee who is absent on sick leave.

Section III. Sick leave shall be subject to Department regulations and shall apply to all employees covered by this Agreement.

Section IV. At the end of an employee's career, and his retirement in good standing as a permanent member of the Jackson Township Police Department, the Employer shall cause to be paid to him the full amount of any sick leave accrued but unpaid at that time up to a maximum of 130 working days sick leave (26 weeks x 5 working days per week). At the employee's option, he may elect to take off with pay for such accumulated sick leave accrued but unpaid at that time up to a maximum of 130 working days of sick leave at his current rate of pay. However, no additional sick leave or vacation leave shall accrue during this period of time.

Section V. In the event of the death of an employee, the spouse or beneficiary of such employee shall receive the payment for accumulated sick leave provided for in Section 6 of this Article.

Section VI. If resignation or termination of an employee occurs during the calendar year, unearned sick leave which has already been used by said employee will be deducted from any final salary payment.

#### ARTICLE VIII

##### INJURY ON DUTY LEAVE

Section I. An employee suffering a duty related injury (I.O.D.) shall not be penalized by losing sick time or any other accrued leave, provided said injury is substantiated as a duty related injury.

Section II. Request for leave of absence with pay for injury or illness in line of duty or recuperation therefrom shall be made in accordance with Jackson Code Sec.20-35.

#### ARTICLE IX

##### LEAVES OF ABSENCE

Section I. All leaves must be requested on the appropriate

form and submitted through the chain of command for prior approval by the Chief of Police and Township Committee.

#### ARTICLE X

##### DEATH IN FAMILY

Section 1. Every employee shall be granted leave with pay upon the death of a member of his immediate family. Such leave shall be from the day of death up to and including the day of burial but not to exceed three (3) continuous days. Immediate family shall be as defined in the Jackson Code, Section 20-34D.

Section II. Two (2) additional days if travel time is required, may be authorized by the Chief of Police and/or the Business Administrator upon proper application.

#### ARTICLE XI

##### HOURS

Section I. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day week and the average work week for each employee shall be forty (40) hours.

#### ARTICLE XII

##### OVERTIME

Section I. The Employer agrees that overtime, consisting of straight time shall be paid to all employee covered by this Agreement for hours worked in excess of the normal work day.

Section II. Employees shall not be paid overtime for hours worked in excess of the normal work day unless such overtime is authorized by the Chief of Police or his designee. It is further understood that the department head

is totally responsible for the authenticity of such a need.

Section III. It is recognized that employees may be required to report in advance of the tour starting time and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no payment shall be paid for a fifteen (15) minute period prior to commencement of a tour or for a fifteen (15) minute period at the termination of a tour, but in the event an employee is required to report earlier or to remain beyond fifteen (15) minutes after the end of a tour, the employee shall be paid the overtime rate for all time worked, in excess of the normal hours of work per day.

Section IV. Each employee shall be entitled, for each of the calendar years 1981 and 1982 to a stipend in the amount of \$400.00 as total compensation for all court time. Such stipend to be paid on November 15th of the year.

#### ARTICLE XIII

##### VACATIONS

Section I. Each member of the SOA shall be entitled to annual vacation time in accordance with the following:

5 years but less than 10 years of service	18 days
10 years but less than 15 years of service	23 days
15 years or more of service	25 days

Vacation leave is to be posted automatically to each member on January 1st of each year. Vacation leave posted on January 1st is to be prorated in the event the 5th, 10th or 15th anniversary of service falls during the calendar year.

## ARTICLE XIV

### HOLIDAYS

Section I. The following shall be recognized as holidays paid at eight (8) hours straight time under this Agreement:

New Year's Day	Washington's Birthday
Good Friday	Lincoln's Birthday
Memorial Day	July 4th (Independence Day)
Martin Luther King Day	Labor Day
Election Day	Thanksgiving Day
Veterans Day	Friday following Thanksgiving Day
Columbus Day	Christmas Day

Section II. It is recognized by both parties that employees of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays by working on those dates. Therefore, in lieu of the holiday itself, such employee shall receive compensation at time and one-half in accordance with his regular rate of pay and subject to the provisions of Article IV herein. In the event any of the aforesaid allowed paid holidays falls on a non-duty day, said holiday shall be deemed to have fallen on a regular working day and straight time of 8 hours will be paid. The compensation for holiday pay shall be given no later than November 15th for holidays accumulated to that date. The compensation for the balance of holidays of that Calendar Year shall be paid no later than the second paycheck of the following Calendar Year.

## ARTICLE XV

### HOSPITAL, MEDICAL AND DENTAL BENEFITS

Section I. Each member of the SOA shall be entitled to hospital, medical and dental benefits in accordance with

the terms and provisions of the now in effect municipal ordinance and hospital, medical and dental plans now in force and effect which specifically provide for same, or its equivalent.

#### ARTICLE XVI

##### PRESCRIPTION PLAN

Section I. The SOA agrees that in lieu of paying a portion of the prescription and vision plans, the SOA agrees to forego and drop the vision plan as a benefit. The employer agrees to pay the full amount of the prescription plan.

#### ARTICLE XVII

##### CLOTHING AND MAINTENANCE ALLOWANCES

Section I. A clothing and maintenance allowance in the amount of \$675.00(1981) and \$700.00 (1982) shall be paid by the Township of Jackson to all employee covered by this Agreement. Payment to be made thirty (30) days after adoption of budget in each year.

#### ARTICLE XVIII

##### PERSONAL DAYS

Section I. Employees shall be entitled to one (1) paid personal day per year non accruable from year to year in addition to the holidays authorized in Section I.

Article XIV.

#### ARTICLE XIX

##### HIGHER EDUCATION INCENTIVE PAY

Section I. Superior Officers, that are not already in and covered by the College Credit (Degree) Program prior to the signing of this Agreement, in addition to the regular rate of pay, on having attained one or more degrees from an accredited college, institution or university, shall be entitled to additional compensation as herein described:

A. Any employee who earns a recognized Associate's Degree shall receive a one time stipend payment in the amount of \$650.00.

B. Any employee who earns a recognized Bachelor's Degree shall receive a one time stipend payment in the amount of \$1,300.00.

C. Any employee who earns a recognized Master's Degree shall receive a one time stipend payment in the amount of \$1,500.00.

D. All degree programs must be related to Police Science.

E. Tuition and text books will be paid for by the Township upon successful completion of a C grade or higher in any course related to Police Science. Members are responsible for supplying receipts for verification or purchase of tuition

F. Payments for degree shall be made on one date or an annual basis.

Section II. Superior Officers that are already in and covered by the College Credit (Degree) Program prior to the signing of this Agreement shall continue to enjoy these benefits as herein described and provided by the 1979-1980 Agreement:

A. Any employee holding a recognized Associate's Degree shall be compensated annually an additional \$650.00 over their base salary.

B. Any employee holding a recognized Bachelor's Degree shall be compensated annually an additional \$1,300.00 over their base salary.

C. Any employee holding a recognized Master's Degree shall be compensated annually an additional \$1,500.00 over their base salary.

D. Degree Programs which have received prior approval regardless of their area of concentration may be continued.

It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

ARTICLE XX

LONGEVITY PAY

Section I. Each employee shall be paid, in addition to his current annual wage, longevity increments of fixed amounts which shall be computed in the employee's base salary and based upon his years of continuous employment with the Jackson Police Department in accordance with the following schedule:

A longevity increment of two percent of his base pay after his first five years of service and an additional one percent of his base pay for each additional two years of service up to a maximum of 10% longevity.

ARTICLE XXI

BULLETIN BOARD

Section I. The employer will provide a bulletin board in a non-public location in the Patrol Division Headquarters for the use of the SOA for posting notices concerning the SOA business and activities. All such notices shall be posted only upon the authority of officially designated SOA representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XXII

SAVINGS CLAUSE

Section I. It is understood and agreed that if any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of this Agreement of the application of such provision to other persons or circumstances shall not be affected thereby.

Nothing in this Agreement shall serve to supercede or invalidate any provisions of the Revised General Ordinances of the Township of Jackson, except as specifically amended by the terms of this Agreement.

#### ARTICLE XXIII

##### PENSION PLAN

Section I. The Employer shall with contributions as heretofore provide pension and retirement benefits to employee covered by this Agreement under the Police and Firemen's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

#### ARTICLE XIV

##### WAGES

Each superior officer shall receive \$1300 across the board effective January 1, 1981. It is further understood that the differential between officers shall be a maximum of \$2,000.00. January 1, 1982 the differential between officers shall be a maximum of \$2,000.00.

Section II. A superior temporarily assigned by the Chief of Police to the duties of a higher rank shall receive the minimum pay of the higher rank for the period of service:

"Temporarily Assigned" for the purpose of this Section is defined as 8 or more consecutive hours or one or more consecutive 8 hour shifts.

#### ARTICLE XV

##### LEGAL AID

Section I. As per N.J.S. 40A:14-155, Employer agrees to provide legal aid to all employees in suits or other legal proceedings against them arising from incidents in the line of duty. The employer reserves the right to approve or reject any request by an employee or assume responsibility for the payment of the services of whatever member of the New Jersey Bar is contracted to defend the employee,

unless it is first given the opportunity to determine that said payment of services is reasonable.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against any employee by the employer.

Where a criminal or disorderly persons complaint is filed against an employee and the employee is found to be not guilty or the complaint is otherwise dismissed, the employer shall act to expunge the arrest record of the employee.

DURATION OF THE AGREEMENT

This Agreement shall be in full force and effect as of January 1, 1981 and shall remain in effect to and including December 31, 1982.

This Agreement shall continue and remain in full force and effect from year to year thereafter until such time as its terms are modified, amended, or recinded by a newly executed Contract. The parties hereto agree to begin negotiations not more than 180 days and not less than 150 days before expiration of this Agreement and shall negotiate in good faith and diligence to effect settlement prior to December 31, 1982.

TOWNSHIP OF JACKSON

BY: 

MAYOR

ATTEST

BY: 

twsp. Clerk

SUPERIOR OFFICERS ASSOCIATION

BY: 

PRES.

ATTEST:

BY: \_\_\_\_\_

SECRETARY